

LABOR-MANAGEMENT AGREEMENT

between

NAVAL HOSPITAL

San Diego, California

and

SERVICE EMPLOYEES INTERNATIONAL UNION

AFL-CIO

LOCAL 102

HOSPITAL DIVISION

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1. Recognition. The Employer recognizes that the Union is the exclusive representative for all the employees in the Unit as defined in Section 2 below and the Union recognizes the responsibility of representing the interest of all such employees regardless of organizational affiliations and membership.

Section 2. Unit Designation. This Agreement is applicable to the Unit composed of Vocational Nurses and Nursing Assistants employed at the Naval Medical Center, San Diego, California and its San Diego area clinics, excluding management officials, supervisors, employees in Federal personnel work in other than a purely clerical capacity and employees in temporary appointments of one year or less.

ARTICLE 2

EMPLOYER-UNION RELATIONS

Section 1. Commitment. This Agreement has been made in the spirit of problem resolution and reflects the commitment of the Parties to an atmosphere of cooperation and mutual respect in their labor-management relations. It is the intent of the Parties that labor-management conflicts arising during the life of this Agreement be resolved promptly and informally whenever possible. To that end, the Parties will make every effort to promptly bring such problems or disputes to the attention of the other and will meet and attempt to reach an informal resolution. If resolution is not possible, conflicts will be resolved either through the negotiated grievance procedure or through unfair labor practice proceedings, whichever is appropriate.

Section 2. Communications. Both parties recognize the need to achieve effective communications and resolve issues at the lowest level possible. The Parties agree to encourage open communication and for this purpose a free flow of information is encouraged between the Union Stewards and first and second line supervisors.

Section 3. General. The Employer will not attempt to negotiate individually with unit members concerning matters that are within the collective bargaining responsibility of the Union.

Section 4. Obligation to Bargain. The Parties acknowledge their mutual obligation to bargain matters appropriate for negotiations in accordance with the requirements of the Civil Service Reform Act.

Section 5. Midterm Changes. Midterm changes to established conditions of employment which are not covered by this Agreement will be processed as follows:

a. In the event the Employer proposes a change in existing conditions of employment, the Union will have ten (10) working days from the date it is notified of the change(s) within which to submit a request to bargain. The Union will be deemed to have assented to the change if it fails to submit a request within ten (10) working days. Time limits may be extended by mutual consent.

b. A request to bargain under this Article will be in writing and state the nature of the request. The Parties will meet to bargain as soon as practicable after receipt of the request. The Employer's obligation to bargain extends only to those negotiable matters which are related to the proposed change(s). Normally, proposed changes shall not be implemented prior to the completion of negotiations.

ARTICLE 3

EMPLOYER RIGHTS

Section 1. Reserved Rights. All Employer rights, functions and prerogatives are retained by and shall remain exclusively vested in the Employer, except as clearly and specifically limited by this Agreement and prescribed by law.

Section 2. Rules and Regulations. The right to make rules and regulations is a function of the Employer. In making rules and regulations relating to conditions of employment affecting employees, the Employer will acknowledge the obligations imposed by the Civil Service Reform Act and this Agreement.

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

Section 1. General. The Union has the right and responsibility to negotiate for and to represent the interests of all employees in the Unit without regard to Union membership, race, religion, sex, age, national origin, or any other discriminating factors. This includes the right to present its views to the Employer on matters of concern, either orally or in writing.

ARTICLE 5

REPRESENTATION

Section 1. Recognition. The Employer will recognize the Union Staff Representative and the designated Stewards of the

Union. The Union will keep the Employer currently advised in writing of the names of its Union Staff Representatives and Stewards. Stewards shall be employees of the bargaining unit. The Employer agrees to recognize a total of eight (8) Stewards. No Steward shall be recognized as such unless their name appears on the most recent list of Stewards received by the Employer.

Section 2. Non-Employee Representatives. The Employer agrees that, if requested in advance, authorized staff representatives of the Union, who are not bargaining unit employees, will be given authorization for admission to the Medical Center for the purpose of meeting with officials of the Employer during regular working hours, or with nit employees during non-duty hours, including lunch period, subject to applicable security regulations. A request for such admission shall be made either in writing or by telephone by the Union's field representative no later than two (2) work days in advance of the proposed meeting and shall identify the date, time and location of the meeting. The Union agrees this privilege will be used with discretion and will be exercised in a manner to keep interruptions at a minimum. These visits shall not be used for organizing, dues collection, internal union problems or any other Union activities.

Section 3. Employer Meetings with Other Exclusive Representatives. The Union has the right to be represented at any meeting held by the Employer with any other exclusive employee representatives, provided the meeting affects the employees within the Unit and affects the rights and obligations of the Union as the exclusive representative of those employees.

Section 4. Release Procedures. Union stewards shall receive a reasonable amount of official time, if otherwise in a duty status, to conduct appropriate representational activities in accordance with Section 5 of this Article. Stewards must obtain permission from their immediate supervisor before performing representational activities during their duty hours. Permission will normally be granted in the absence of a work necessity which would preclude availability at that time. Union representatives will inform the supervisor of the nature of the business and the individuals to be contacted, their destination if leaving the immediate work area and expected time of return. If the business is to be conducted with another employee in the Unit, permission must also be obtained from the supervisor of the employee to be contacted. If a work necessity precludes permission for release, the supervisor shall advise the steward as to the time when authorization will be granted.

Section 5. Appropriate Representational Activities. Appropriate representational activities for the purpose of this Agreement are:

a. Investigation and attempted informal resolution as well as presentation of employee and Union grievances;

b. Serving as designated representatives of employees in job related disciplinary actions;

c. Attending formal meetings between management officials and employees;

d. Participation in arbitration hearings in a representational capacity;

e. Preparation for and attendance at Employer called meetings to consider matters related to conditions of employment;

f. Review and response to Employer notice of changes to policies or instructions;

g. Attending any examination of a bargaining unit employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that it may result in disciplinary action and the employee requests representation; and

h. Other unforeseen uses which are mutually agreed upon by the Parties.

Section 6. Non-Representational Activities. Activities, such as those concerned with internal management of the Union and activities not specifically authorized by the terms of this Agreement, shall be performed only during the non-duty hours of employees involved. Samples of such activities include the solicitation of membership, collection of dues and distribution of literature. Meal periods and breaks authorized provided in Article 11 are not to be considered as working time.

Section 7. Union Steward Assignments. The Union Stewards referred to in Section 1 above, shall be selected from among Unit employees assigned to one of the following areas of responsibility: Medical Center clinics (two Stewards), Medical Center/day shift (two Stewards), Medical Center/PM shift (one Steward), Medical Center/night shift (one Steward), NAVSTA clinic (one Steward), NTC clinic (one Steward), and shall be the recognized Stewards for those areas. The Union shall designate one (1) of the eight (8) area Stewards as an established alternate for the purpose of performing appropriate representational functions in the absence of a designated area Steward. Under such circumstances the designated alternate shall be the recognized Steward for that area, provided however, that the entitlement to official time is limited to those representational functions performed during the alternate's scheduled tour of duty. The alternate shall be designated, in writing, on the list of Stewards.

Section 8. Union-Sponsored Training. Union Stewards may be granted a limited amount of excused absence to attend Union-sponsored training provided the subject matter of such training is of mutual concern to the Employer and the Union and the Employer's interest will be served by the attendance of the Union Stewards. Excused absence will be authorized to cover only those portions of a training session that meet the foregoing criteria, and will not exceed eight (8) hours per Steward per calendar year. Requests for such excused absence must be received by the Employer's Labor Relations Officer at least twenty (20) working days in advance of the training session and be accompanied by sufficient documentation to permit management to evaluate the training program against the above criteria.

Section 9. Bargaining Unit Information. On or before the 10th of each month, the Employer will forward to the Union the names, classifications, location, and dates of employment of all newly hired bargaining unit employees, and bargaining unit employees who have resigned or who have been terminated.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. Informal Problem Resolution. It is the intent of the Parties that differences be resolved promptly, equitably and whenever possible, informally. Most complaints arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the lowest level, immediate supervisor or other. Since the prompt settlement of complaints is desirable in the interest of sound labor-management relations, the Parties agree that employees are required to discuss their concerns or complaints with their immediate supervisor prior to filing a grievance. A Union representative may attend such meetings if requested by the employee.

Section 2. Coverage. This procedure applies to all matters subject to grievance procedures allowable under Title VII of the Civil Service Reform Act, except as limited by the specific exclusions cited below:

- a. any claimed violation relating to prohibited political activities;
- b. retirement, life insurance or health insurance;
- c. a suspension or removal under 5 USC 7532 for National Security reasons;
- d. classification of any position which does not result in the reduction in grade or pay of an employee;

- e. termination of temporary or excepted appointments;
- f. determinations of employee basic qualifications;
- g. termination or removal of an employee serving a one (1) year probationary period, or during the first year following an initial appointment under the Veterans Readjustment Act;
- h. adoption or non-adoption of a suggestion or disapproval of a Quality Salary Increase, performance award or other honorary or discretionary award;
- i. termination of a temporary promotion;
- j. non-selection from a properly constituted list of eligibles for promotion;
- k. matters over which the Employer does not have discretionary authority;
- l. complaints of prohibited discrimination appealable to the Equal Employment Opportunity Commission; and
- m. any examination, certification or appointment.

Section 3. General. The negotiated grievance procedure shall be the exclusive procedure available for the resolution of all grievances allowable under law, except those exclusions cited specifically above. Employees will be deemed to have selected the negotiated procedure when they timely file a grievance in writing, in accordance with the requirements of this Article.

Section 4. Presentation. Grievances may be presented and processed by: an employee on his own behalf, in which case the Union shall have the right to be present during the grievance proceeding; an employee represented by the Union; the Union; on behalf of an employee; the Union on its own behalf; or, the Employer.

Section 5. Expedited Grievance Procedure. In accordance with Article 23 of this Agreement, adverse actions covered under 5 USC 7512 or removal or reduction in grade based on unacceptable performance covered under 5 USC 4303, may be grieved under this negotiated expedited grievance procedure or appealed under the statutory appeals procedure but not both. Employees will be deemed to have selected the grievance procedure when they timely file a grievance in writing, in accordance with the requirements set forth below.

The grievance must be submitted in writing on the Parties "Expedited Grievance Form" (Appendix C) to the supervisory level above that which took the action.

Step 1 - The grievance must be filed as provided above within five (5) days of the effective date of the action being grieved. The grievant will be notified, in writing, of the decision within five (5) work days of receipt of the grievance.

Step 2 - If the matter is not satisfactorily settled at Step 1, the Union may invoke arbitration in accordance with the provisions of Article 7.

Section 6. Non-Expedited Grievance Procedure. Following completion of the informal step described in Section 1 above, grievances other than those provided for in Section 5 above, will be submitted in writing to the second level supervisor on the Parties "Grievance Form" (Appendix B). Additionally, a copy of the grievance will be given to the Employer's Labor Relations Officer, who will determine the appropriate management personnel to be involved at each step of the procedure and assist in the processing of the grievance. As set forth in Section 4 above, an employee may present a grievance either personally or through the assigned Union representative (normally the Union Steward).

Step 1 - The grievance must be filed as provided above within fifteen (15) work days from the date of the act or occurrence giving rise to the grievance or from the date the employee or the Union became aware or could have been aware of the act or occurrence. The employee, Union representative, the supervisor and/or other appropriate official of the Employer shall then meet within five (5) work days to discuss and attempt to resolve the grievance. The grievant and the Union will be notified in writing within five (5) work days after the meeting.

Step 2 - If it is decided to appeal the grievance to Step 2, the grievance shall be forwarded by the grievant or the Union representative to the appropriate official at the next level of supervision within seven (7) work days after receipt of the Step 1 decision. The official, or designee, will hold a joint meeting with the grievant, the Union representative and/or other appropriate official of the Employer within seven (7) work days after receipt of the appeal. The official shall give the grievant and the Union a written decision on the grievance within ten (10) work days after the close of the grievance discussion.

Step 3 - If the grievance is not satisfactorily settled at Step 2, the Union may appeal to arbitration under the provisions of Article 7.

Section 7. Union/Employer Grievances. Grievances over interpretation or application of this Agreement, or over any law, rule or regulation affecting conditions of employment, and which do not concern the employment of any employee, will be resolved through the following procedures:

Step 1 - When either Party raises a concern over a matter cited above, the Parties' designated representatives will meet and attempt to resolve the disagreement informally.

Step 2 - In the event the above efforts do not resolve the dispute, the Union or the Employer, whichever is the moving party, may file a request for the other's official position in the matter. Such requests will be in writing and will contain a statement of the dispute and the position of the moving party in the matter. The responding Party will have twenty (20) work days in which to provide an answer in writing.

Step 3 - If there is no response in twenty (20) work days, or if the written response does not resolve the dispute, the moving party may invoke arbitration under the procedure outlined in Article 7.

Section 8. Grievability/Arbitrability. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance will be considered amended to include this issue. Disputes concerning grievability/arbitrability will be submitted to the arbitrator in accordance with the requirements of Article 7, Section 11.

Section 9. Fact Finding. Meetings held under these procedures are not an adversary process, but are fact finding discussions conducted in an attempt to reach adjustment. The Employer agrees that the aggrieved employee, the Union, or the Employer may submit written affidavits which contain statements that are relevant and material to the matter being grieved and that such affidavits will be incorporated within the grievance or request for appeal. Open and frank discussions of problems are encouraged; however, only the issues that are relevant to the grievance as originally filed are to be raised.

Section 10. Grievances of Discipline. Grievances dealing with disciplinary actions will be filed at the supervisory level above that which took the action.

Section 11. Identical Grievances. If a group of employees has an identical grievance, or grievances, the Union and the Employer may jointly select an individual case for processing under the grievance procedure; the results of that case will be binding on the other identical cases.

Section 12. Time Limits. Both the grievant, the Union and the Employer must abide by the time limits provided in this Article. If the grievant or the Union fails to meet the time limits, the grievance is terminated and considered resolved. If the Employer fails to meet the time limits, the grievant may immediately proceed to the next step. The Union and the Employer may mutually agree in writing to extend time limits when appropriate.

Section 13. Grievance Termination. If an employee leaves the Unit before a decision is reached concerning a grievance which is applicable only to that employee, and no compensation issue is involved, action will be stopped and all interested parties will be notified that the case is being closed without a decision. A grievant may withdraw a grievance at any time.

ARTICLE 7

ARBITRATION

Section 1. General. Only those grievances processed through the negotiated grievance procedure in compliance with Article 6, may be submitted to arbitration under this Article. Within twenty (20) calendar days of the receipt of the Step 1 decision of Article 6, Section 5; the Step 2 decision in Section 6; or the Step 3 decision in Section 7, the moving party shall notify the other in writing that arbitration is requested and of the specific reason(s) for the request.

Section 2. Selection Procedure. The permanent panel of Arbitrators established in Appendix A will be utilized by the Parties resolving grievances under this procedure. Within ten (10) calendar days of either party receiving notification that the other has invoked arbitration, the Parties will meet and attempt to agree upon which of the arbitrators will be requested to hear the case. If no agreement can be reached, the Arbitrator will be selected by first one party then the other alternately striking names from the Panel. The remaining name shall be the dully selected Arbitrator. Determination of who will strike a name first will be decided by a coin toss.

Section 3. Submissions. Within five (5) work days of the selection of the Arbitrator, the moving party will contact the Arbitrator and coordinate an acceptable date for the hearing. At least twenty (20) work days prior to the hearing, the designated representatives of the Parties will meet and attempt to agree upon the issue or issues, and to resolve the matters of stipulation and joint submission. The Parties will make such submissions to the Arbitrator within ten (10) work days of the hearing. In the event the submission cannot be agreed upon, each Party will make its own submission within the time limits cited and provide a copy to the other Party.

Section 4. Hearing Location and Witnesses. The arbitration hearing will be held, whenever practicable, on the Employer's premises and during the normal day shift hours. Employees called as witnesses will be excused for duty, without loss of pay or charge to leave, to the extent necessary to participate in the official proceedings. It is understood, however, that overtime or compensatory time will not be paid for time involved in the proceedings.

Section 5. Hearing Procedures. The initiating party will normally present its case first. In cases of action covered under 5 USC 7512 and 5 USC 4303, the Employer will be considered the initiating party. The Arbitrator may, in his/her discretion, vary the normal procedure under which the initiating party first presents its claims, but in any case, shall afford full and equal opportunity to all parties for presentation of their cases. All other procedures relating to the hearing shall be determined by the Arbitrator. In the case of actions covered under 5 USC 7512, the Employer will be sustained only if its decision is supported by a preponderance of the evidence, except that in the case of a denial of a within grade increase described in 5 USC 5335 or an action based on unacceptable performance as described in 5 USC 4303, it need only be supported by substantial evidence.

Section 6. Timeliness. The Arbitrator shall, whenever practicable, render the decision in writing within two (2) calendar weeks after fully taking the matter under submission.

Section 7. Arbitrator Jurisdiction and Authority. The Arbitrator shall have jurisdiction and authority to interpret this Agreement and to apply it to the particular case under consideration. The Arbitrator shall be prohibited from adding to, modifying or subtracting from the terms of this Agreement or any supplemental written agreement of the Parties.

Section 8. Decision and Exceptions. The decision of the Arbitrator shall be final and binding on both Parties. Copies of such decision shall be sent by the Arbitrator to the Commander and to a staff representative of the Union. Either Party may file an exception to the decision with the Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 9. Costs. The compensation and expense of the Arbitrator and of Arbitration shall be borne equally by the Parties. Where not required by the Arbitrator, either party shall have a right to a transcript at its own expense.

Section 10. Priority. Grievances which are appealed to arbitration and which have continuing liability will usually be given priority over all other grievances in the arbitration procedure at that time.

Section 11. Disputes over Grievability/Arbitrability. Disputes on grievability or arbitrability will be decided by the Arbitrator prior to hearing the merits of the case. In order to expedite the hearing, the Parties may agree to require the Arbitrator to decide the jurisdictional issue based only on written briefs.

ARTICLE 8

DUES DEDUCTION

Section 1. General. The Employer agrees to deduct periodic Union dues from the pay of those employees who authorize the deduction in writing. Dues shall be deducted by the Employer beginning the next complete pay period following receipt of an employee's completed and certified authorization form.

Section 2. Union's Responsibility. The Union shall purchase allotment forms and provide them to employees; certify the amount of dues; inform employees of the allotment program, its voluntary nature and the conditions for revocation; and forward the completed forms to the Employer's On-site Human Resources Office. Authorizations which are incomplete or in error will be returned to the Union.

Section 3. Employer's Responsibility. The Employer will forward the amount due the local to the Secretary Treasurer of Local 102 within three (3) work days following each payday.

Section 4. Errors. The Union shall notify the Employer of any error which it believes has been made in the amount of dues previously transmitted. Upon verification of an error reported by the Union or discovered by the Employer, the Employer shall make an appropriate adjustment in the amount transmitted for the succeeding pay period. An explanation of the adjustment shall accompany the check in which it is reflected.

Section 5. Termination of Allotments. An allotment shall be terminated when the employee leaves the Unit; when the dues withholding agreement between the Employer and the Union is suspended or terminated; when the employee has been expelled from the labor organization or upon request by the employee initiated in accordance with the procedures of Section 6 below. The Union shall notify the Employer's Labor Relations Officer in writing within one pay period after a member who has authorized dues withholdings is expelled from the Union.

Section 6. Revocation of Allotments. Employees may revoke their authorization for allotment for payment of union dues by completing Standard Form 1188 or other written request and submitting it to the Employer's On-site Human Resource Office. The revocation will become effective the first pay period one year next succeeding the execution date of the original dues withholding authorization, if submitted during that period. If submitted thereafter, it will become effective the anniversary of the first of March following submission.

Section 7. Refunds. In cases where deductions are made from the pay of any employee who has previously paid such dues, or in the event of deduction of dues due to error, the Union will make refund directly to said employee.

Section 8. Changes in Dues. Changes in the amount of the Union's dues, to be deducted through automatic payroll deduction, shall not be made more frequently than once each twelve (12) months.

Section 9. Employee Rights. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization; or, to pay money to the organization unless the employee voluntarily submits a written authorization for the payment of dues through payroll deductions.

ARTICLE 9

USE OF FACILITIES

Section 1. General. The Employer will, upon written request from the Union, provide space for Unit business which would require a meeting of the Unit members, subject to the availability of such space and to the Employer's safety and security regulations.

Section 2. Steward Meetings. When it is necessary for a Union Steward to meet with an employee, space will normally be provided for privacy purposes, subject to the availability of such space.

Section 3. Bulletin Boards. The Employer will allow a reasonable amount of space adjacent to or on bulletin boards where Unit members' work schedules are displayed for posting current Union notices of recreational and social affairs, elections, results of elections or other appropriate literature. Such notices must be submitted to the Employer's Labor Relations Officer for approval in advance of posting. If the Union and the Labor Relations Officer do not agree on the propriety of posting certain materials, the matter may be grieved. The responsibility for posting notices and removing outdated notices rests with the Union. Posting and removal of notices by the Union will be conducted during non-duty time.

Section 4. Lockers. The Employer recognizes the desirability of secured storage for a reasonable number of necessary personal belongings. As such, the Employer agrees that wherever practicable and feasible Unit employees shall be provided access to available locker space or other available secured storage space to store necessary personal belongings while on duty.

Section 5. Uniform Allowance. Unit members shall receive uniform allowances in accordance with applicable regulations.

Section 6. Parking. As currently in effect, the Employer will continue to make every reasonable effort to provide well

lighted, protected, on site parking spaces for all members of the bargaining Unit.

ARTICLE 10

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Rights. Employees shall have the right and shall be protected in the exercise of the right freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from such activity. Such right does not extend to participation in the management of the Union, nor acting as its representative, where such would result in a conflict or apparent conflict of interest, or be otherwise incompatible with law or with the official duties of the employee. The Employer shall take such action as may be required in order to assure that the employees are apprised of the rights described in this Article, and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the Union.

Section 2. Matters of Personal Concern. The terms of this Agreement do not preclude any employee of the Unit from bringing matters of personal concern to the attention of appropriate officials of the Employer.

Section 3. Employee/Supervisor Discussions. Unit employees have the right to discuss freely with their immediate supervisor any matter affecting their duties, working conditions, employment status and other personnel policies and practices. If employees' concerns are not reconciled after such discussion, they are entitled to exercise their rights under the terms of this Agreement, including discussion of complaints with a Union Steward.

Section 4. Agreement Application. The Parties will apply all of the provisions of this Agreement fairly and equitably to all employees of the Unit. Employees are protected by current rules and regulations, including the Privacy Act.

Section 5. Information About the Union. The Employer agrees to structure a new employee orientation program to meet its needs. A Union Representative will be allowed official time, not to exceed ten (10) minutes, on the Employer's orientation program. The Union understands that this forum is not to be used for solicitation of membership, and that the presentation by the Union is subject to Employer approval. The Employer agrees that all new or reinstated Unit employees will be advised of SEIU's exclusive recognition status, and be given a packet of information when they are processed into the Unit. The packet will contain a copy of this Agreement, a list of SEIU Stewards and a Membership Payroll Deduction Authorization Form.

Section 6. Privacy. The Employer recognizes employees' rights to privacy and, as such, will not post home telephone numbers or full social security numbers in public areas or on bulletin boards.

ARTICLE 11

HOURS OF WORK

Section 1. Administrative Workweek. Unit employee work schedules, including holidays and days off, will normally be posted two (2) weeks in advance of the ensuing two (2) weeks scheduled, in all wards and clinics. Employees shall receive no less than seventy-two (72) hours notice of any work schedule changes, except where the Employer would be seriously handicapped in carrying out its functions or costs would be substantially increased.

Section 2. Report Pay. If an employee is scheduled to work, reports to work and there is not work available, the employee shall be paid a minimum of four (4) hours pay at his/her regular rate of pay.

Section 3. Shift Changes. Except as provided for under any negotiated voluntary compressed work schedule, the establishment of permanent new shifts, or permanent changes in existing shifts, will be brought to the attention of the Union in advance and their views considered prior to implementing the new or revised shifts. The Employer agrees to furnish the Union with copies of all tours existing at the time this Agreement is signed.

Section 4. Meal Periods. One (1) meal period of thirty (30) minutes duration will be allowed during each eight and one-half (8 1/2) hour shift. The Employer shall provide eating areas for Unit employees, subject to the availability of space.

Section 5. Employees' Schedule Preferences. Individual employee preferences for work schedules shall be given consideration and accommodation by the Employer, where possible. When two (2) or more employees in the same work unit have indicated a preference for the same shift and only one (1) can be accommodated the Employer will make the decision based on seniority provided the employees are equally qualified in the Employer's judgment.

Section 6. Mandatory Meetings/Classes. When an employee is required by the Employer to attend meetings/classes, the employee shall be paid for all such time at his/her regular rate of pay, or at the overtime rate of pay, if overtime requirements are met.

Section 7. Continuing Education. Employees may submit Special Requests in writing for time off to attend Continuing

Education Classes. Where possible, the employee's work schedule shall be adjusted to accommodate such classes.

Section 8. Rest Periods. The Employer recognizes the importance of breaks to the morale of the employee. As such, workload permitting, employees shall receive a fifteen (15) minute rest period during each half of a regular eight (8) hour shift. The Employer agrees that breaks shall not be unduly denied.

ARTICLE 12

HOLIDAYS

Section 1. Holidays. Recognized holidays are as follows:

New Year's Day	1 January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December
Martin Luther King, Jr.'s Birthday	Third Monday in January

Any other applicable full or fractional day designated as a holiday by Federal Statute or Executive Order.

Section 2. General. When a holiday falls on an employee's regularly scheduled work day, that work day shall be the employee's holiday. When a holiday falls on an employee's regularly scheduled day off, the employee's last regularly scheduled work day or the employee's next regularly scheduled work day shall be considered the holiday.

Section 3. Holiday Scheduling. Individual employee's preferences for holidays off will be given consideration and accommodation, where possible, provided that individual employees have made their preferences known in writing at least six weeks in advance of the holiday. Should conflicts arise between employees on the same work shift/area of assignment, over preference for holidays off, the Employer shall make its decision, based upon the job factors required and which employee was required to work the holiday the previous year. Should a conflict still exist, the service computation date shall be used to resolve the conflict. It is understood that individual employees may request to work on holidays. Employees shall be notified of approval/denial of their requests as soon as possible.

ARTICLE 13

OVERTIME

Section 1. Authorization and Payment of Overtime. It is understood by the Parties that when an employee, on other than any negotiated voluntary compressed work schedule, is directed to work beyond eight (8) hours in a work day and/or forty (40) hours in a work week, the employee must be compensated for all such time worked at the overtime rate. The Employer agrees that it will distribute and make available on a continuing basis, to all employees, specific information concerning the conditions under which overtime compensation is payable and, procedures that employee(s) must follow in order to receive overtime compensation.

Section 2. Overtime Distribution. The Parties recognize the Employer's right to determine which personnel will be given overtime assignments. The Employer will assure equitable distribution of overtime among Unit employees according to the job factors required and the department or work areas where overtime work is to be performed, taking into consideration individual employee's prior commitments.

Section 3. Computation of Overtime. For the purpose of computing overtime pay, absences with pay shall be considered as time worked, in accordance with applicable regulations.

Section 4. Compensatory Time Off. When an employee is directed to work irregular or occasional overtime, the employee may request, in writing, compensatory time off in lieu of overtime pay, subject to overtime and FLSA requirements and the approval of the employee's immediate supervisor.

ARTICLE 14

LEAVE

Section 1. Benefits. The Employer agrees that it shall distribute upon entrance on duty and continue to make available, copies of the Employee Handbook to all Unit employees. The Employee Handbook shall contain a statement of the specific leave benefits available to employees, including information on accrual rates and usage of Annual Leave, Sick Leave, Court Leave, Maternity Leave, Leave Without Pay and Administrative Leave. The Employer further agrees that it shall keep the Union Representative updated on any changes concerning leave benefits.

Section 2. Annual Leave.

a. Accrued annual leave will be granted to the employee for the period requested provided scheduling and work load permits.

b. Unit employees shall be encouraged to submit leave requests to the Division Officer according to the following schedule:

<u>Period Requested</u>	<u>Submission Deadline</u>
Jan 1 - Apr 30	November 1
May 1 - Oct 31	March 1
Nov 1 - Dec 31	September 1

The supervisor will give every consideration to the employee's need when scheduling leave. It is agreed and understood that the following procedures for the resolution of conflicts in leave scheduling apply only among those employees whose skills are consistent with the job factors required and when the applicable submission deadlines have been met. In the event of conflicts among employees' desired vacation periods within the same area of assignment/shift for the months of January through October, preference shall be given to the employee with the oldest Service Computation Date. In the event of conflicts among employees' desired vacation periods, for the months of November or December, preference shall be given to the employee who did not receive vacation during November or December of the previous year. Employees shall be notified of approval/denial of their leave request as soon as possible.

c. Unit employees requesting unscheduled annual leave for other than the vacation periods outlined above, shall submit their request on a SF-71 as far in advance of the leave period as possible, but not less than three (3) days before the requested leave period. Failure to meet these requirements may result in disapproval of the request. Approval of a request for unscheduled annual leave is contingent upon work load/staffing requirements. Annual leave for eight hours or less for unforeseen reasons may be requested without regard to this notice requirement, provided the supervisor determines that the basis for the request is valid and that the employee could not reasonably have known of the necessity for the leave in advance of the notice period. In such cases, the annual leave will normally be approved, if workload permits.

d. Emergency annual leave is nothing more than annual leave requested under a condition that precluded the Unit employee from giving the required advance notice, and which is so compelling that the employee cannot postpone it. These conditions, with the exception of death in the immediate family or a close relative, are limited to those which endanger life, health or property of the Unit employee, their immediate family, or others for whom they are responsible.

Emergency requests for annual leave shall be considered on an individual case basis. It is expected that unscheduled use of leave, as intended by this Section, will be a rare occasion in comparison to the Unit employee's normal use of leave; however, it is recognized that clusters of requests for emergency leave may occur during an extended personal crisis. In such cases, the Unit employee's Division Officer should be made aware of the potential for unscheduled absence.

A Unit employee unable to report for duty due to emergency reasons as outlined above will contact their Division Officer within one-half hour before the beginning of their work shift on that day, and if this notification requirement is not waived by the Division Officer, for each day of absence thereafter. Upon receipt of the proper notification, if the supervisor approves the absence, the Unit employee shall be carried in an approved leave status pending their return to duty and presentation of justification, if required.

When emergency annual leave is requested for a weekend, if the supervisor on duty approves leave, this approval is for the weekend only. The Unit employee must call again on the following Monday within one-half hour before the beginning of their work shift, and request additional leave if necessary, from the Division Officer.

e. Employees may receive advancements on their annual leave to the extent that such leave would accrue to them during the current leave year. Requests for such leave shall be made in writing on the Application for Leave, Standard Form 71, or by memorandum attached to the Standard Form 71, through the Division Officer with subsequent review and endorsement by the Employer's On-site Human Resources Office and approval by the employee's Department Head. Employees shall be notified of approval/denial of their request as soon as possible.

f. Under normal operational circumstances, employees shall not be required to use annual leave except to the extent that accrued annual leave exceeds the maximum allowable accumulation.

g. Annual leave may be used in one-quarter (1/4) hour increments.

h. The Employer will maintain a liberal leave policy in cases of death of an employee's immediate relative(s) and shall make every attempt to grant annual leave, advance annual leave and/or leave without pay for such circumstances. Immediate relative(s) include: (1) spouse, and parents thereof; (2) children, including adopted children, and spouses thereof; (3) parents; (4) brother and sisters, and spouses thereof; and, (5) any person related by blood or affinity whose close association with the

deceased was such as to have been the equivalent of a family relationship.

Section 3. Sick Leave.

a. The Parties recognize the insurance value of sick leave and the obligation of Unit employees to use sick leave only when incapacitated for the performance of duty due to illness or injury, or other valid medical reason.

b. Sick leave may be used for employee illness and/or injury; exposure to a contagious disease that would endanger the health of co-workers; presence of contagious disease in an employee's immediate family which requires his/her personal care; dental, optical or medical examination or treatment, and pregnancy-related medical examinations and incapacitation.

c. Employees may request up to thirty (30) days of advance sick leave for serious illness or injury. Such requests shall be made in writing on the Application for Leave, Standard Form 71, or by memorandum attached to the Standard Form 71, and must include a certificate from a physician stating the reason for the absence and the expected date of full or partial recovery and return to duty, and must be submitted through the Division Officer with subsequent review and endorsement by the Employer's On-site Human Resource Office, and approval by the employee's Department Head.

d. Employees shall not be required to use accumulated annual leave prior to the granting of an advancement of sick leave.

e. A Unit employee unable to report to work due to illness or injury shall notify the Department Head by telephone at least one-half (1/2) hour before the beginning of the scheduled shift. If the employee cannot contact the Department Head prior to the one-half (1/2) hour period, notification shall be made at the earliest possible moment. In the event that the Department Head cannot be contacted directly, and on weekends and holidays, an employee assigned to the Naval Medical Center shall telephone 619/532-6400, and page and inform the Nursing Services Administrative Supervisor of the absence. This requirement may be waived when utilization of voice mail is identified in writing as an alternative method of notification by the supervisor. If contact still cannot be made, the telephone number where the employee can be reached is to be given and the Administrative Supervisor will call back. Upon a return call, the employee shall notify the Administrative Supervisor of the inability to report for duty and the reason. When sick leave is requested on a weekend, the supervisor on duty may approve leave for the weekend only. The employee must call again on the following Monday and request any additional sick leave from the Department Head. Employee(s) will be required to follow the foregoing

reporting requirements each workday they are incapacitated unless the requirement is waived by the supervisor.

f. Sick leave may be used in one-quarter (1/4) hour increments.

g. Periods of absence on sick leave in excess of three (3) work days must ordinarily be supported by a medical certificate, to be filed with the Employer when the employee returns to duty. Instead of a medical certificate, the employee's signed statement explaining the nature of his/her illness may be determined administratively acceptable when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician.

h. The Employer's policy does not, as a matter of routine, require a medical certificate to support an application for sick leave for a period of three (3) work days or less. However, a certification may be required in those cases where there is reason to indicate that the employee is abusing sick leave privileges. In the case of a one-time requirement where abuse is suspected, the employee will be informed at the time sick leave is requested that approval of sick leave is contingent upon receipt of a medical certificate to be submitted upon return to duty. In the case of a continuing requirement as a result of excessive use or a pattern of abuse, the employee will be notified, in writing, that all future requests for sick leave must be supported by a medical certificate. This written advice will also explain fully why the employee is suspected of abusing sick leave. The attendance records of such employees will be reviewed annually and the certification requirement will be withdrawn, if warranted.

Section 4. Civic Responsibility.

a. In the event an employee is called for jury duty or other approved court services, the Employer will grant court leave without charge to annual leave or loss of pay, consistent with work load/staffing requirements, provided the employee submits a true copy of the summons for jury service/other approved court service to the Division Officer as soon as possible prior to the beginning date of the service.

b. Court leave shall only cover the time that an employee is actually required by the court to be present for approved court services, and for reasonable travel time. Verification by the court of time actually spent in such service is required.

c. The Employer agrees to encourage employees in the exercise of their civic responsibilities.

d. If an employee is on annual leave when called for jury service/other approved court service, court leave shall be substituted for the time served and for a reasonable amount of travel time provided the employee submits a true copy of the summons for such service to the Division Officer prior to the beginning date stated in the summons, and subject to subsequent verification by the court of the time actually spent in approved court service.

e. In accordance with Federal Personnel Manual, Chapter 630, Subchapter 11, employees scheduled to work on civil election days and who are eligible to vote in such elections, will be excused without charge to leave or loss of pay, in order to vote as follows: where the polls are not open at least three (3) hours either before or after the employee's regular hours of work, the employee may be granted an amount of excused leave which will permit reporting for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time. It is understood that employees who do not intend to vote or who are not eligible to vote are not entitled to such time off. Employees for whom the above time allowance is not adequate and for whom voting by absentee ballot is not permitted by law will, upon written request, be granted additional time off, as appropriate, in accordance with applicable regulations and on a case by case basis.

Section 5. Maternity Leave.

a. Leave of absence for maternity reasons may be chargeable to sick leave, or a combination of sick leave, annual leave and leave without pay.

b. An employee may use sick leave when she is medically certified to be unable to perform the duties of her position as a result of pregnancy.

c. An employee may request additional time off either before or after the birth of her baby, requesting annual leave or leave without pay in the same manner as she would request such leave for any other personal reason.

d. In granting leave for maternity purpose, the Employer shall apply the same leave policies, regulations and procedures it would apply to requests for leave for other reasons.

e. A male employee may request annual leave for paternity purposes in the same manner he would request such leave for any other personal reason.

Section 6. Administrative Leave. The Employer may authorize excused absence from duty without loss of pay and without charge to leave for blood donations, civil defense functions and other authorized activities consistent with current instructions and regulations.

Section 7. Forced Leave. Normally before the Employer institutes a policy of forced leave or furlough, the Union will be consulted regarding the reasons and the method for the implementation thereof.

Section 8. Leave Without Pay. Employees may request a leave of absence without pay. Such requests shall be considered on an individual basis.

ARTICLE 15

SAFETY AND HEALTH

Section 1. Employer Responsibilities. The Employer will continue to provide and maintain safe working conditions for employees, and will welcome suggestions which offer practical and economically feasible ways of improving safety conditions.

Section 2. Union Responsibilities. The Union will encourage employees to work in a safe manner.

Section 3. Employee Responsibilities. When unsafe or unhealthful conditions are observed by employees, they shall report them immediately to the appropriate supervisor. If the unsafe or unhealthful condition(s) is not corrected within a reasonable amount of time, the employee may submit an Occurrence Report to the Quality Assurance Coordinator.

Section 4. Infectious Diseases. It is in the best interests of the Employer and the employees to prevent the spread of infectious diseases. In an attempt to prevent such spread, the Employer agrees to communicate and make available to employees information concerning established preventative methods, precautions and procedures. Employees may consult with the Employer's Occupational Health Physician regarding infection exposure at no cost to the employee. Occurrence Report Forms shall be available on all units for employees to fill out whenever exposure to infection occurs.

Section 5. Material Safety. To ensure the occupational safety of all employees, the Employer agrees to make available, on all wards and in clinics where Unit employees work, a package of instructional information which will include appropriate procedures for the mixing and use of vesphene as a cleaning agent and

the handling of infectious waste. Additionally, the Employer will ensure that all protective clothing and equipment required by the Employer's safety policy for the handling of vesphene and infectious waste is available in all work units.

Section 6. Gurneys. Any employee required to transport a patient via gurney who has good reason to believe that it is unsafe or hazardous to do so without assistance should immediately contact their immediate supervisor and ask for assistance. Assistance will not be unduly denied.

ARTICLE 16

BOARDS AND COMMITTEES

Section 1. Committees. The Union will designate, in writing, six (6) bargaining unit employees for committee assignments. Of the six (6) designees, three (3) shall be regular committee members and three (3) shall be alternates. One alternate and one regular shall be assigned to one of each of the following three committees:

- a. Equal Employment Opportunity Committee
- b. Incentive Awards Committee
- c. Nursing Safety Committee

Section 2. Designation. In its designation of committee members and alternates, the Union shall make every effort to designate unit employees from a variety of work units so that no undue hardship shall be placed upon the Service as a result of such committee assignments.

Section 3. Notice of Meetings. Both the Union and the designated committee members shall be notified of all committee meetings in advance of such meetings.

Section 4. Labor-Management Committee.

a. The Parties agree to establish a joint labor-management committee to be composed of two (2) representatives from the Union and two (2) representatives from the Employer's On-site Human Resources Office.

b. The committee shall meet at least quarterly, or upon the written request of either party, for the purpose of discussing matters of mutual concern. Grievances, Adverse Actions or matters subject to the Obligation to Bargain shall not be discussed at such meetings.

c. Issues to be discussed at said meetings shall be submitted for an agenda prior to the meeting. If additional resource

people are needed, a reasonable number may be called to the meeting, subject to their availability.

Section 5. Employee Participation. Unit employees will be encouraged to participate, whenever possible, on boards and committees for fund raising campaigns; Red Cross Blood Mobile visits; and other officially recognized charitable and community-type efforts.

ARTICLE 17

EQUAL EMPLOYMENT/NON-DISCRIMINATION

Section 1. Commitment. The Employer and the Union affirm their commitment to the principles of Equal Employment Opportunity.

ARTICLE 18

MERIT STAFFING

Section 1. General Provisions.

a. The provisions of this Article apply to all Unit positions.

b. The Employer reserves the right to fill any position temporarily or permanently, by means consistent with the regulations of appropriate authorities.

c. Employees are encouraged to seek advice and assistance from the Employer's On-site Human Resources Office about the Merit Staffing Program or about a specific personnel action.

Section 2. Reassignment and Merit Promotion. Unit members interested in a promotion or reassignment to a vacant position in Nursing Services will adhere to the following procedures:

a. The Employer shall maintain a Job Opportunity Bulletin System (JOBS) within the Employer's On-site Human Resources Office for the purpose of reassigning and/or promoting qualified applicants.

b. Unit members will be allowed to apply for reassignment or promotion to any position through the filing of the Employer's standard Promotion/Reassignment Opportunity Application (PRO-APP) form.

c. Unit members must submit a separate PRO-APP form for each desired position. Should an employee wish to update this file form, a new form must be submitted to reflect any change(s). The

old form(s) will then be removed from the file and retained for record purposes in the Employer's close-out application file.

d. Each employee shall receive written notice of all revisions to the JOBS listing. A copy of such notices will be forwarded to the Field Representative. Normally, such notices will be issued quarterly.

e. Upon receipt of a Standard Form 52 "Request for Personnel Action", the Employer's On-site Human Resources Office will pull all applicable PRO-APP forms currently on file for review by the Department initiating the request.

f. The requesting Department will review the PRO-APP forms of those employees who have submitted a form for the specific position. An interview of each candidate may be conducted; however, the selecting official may elect to limit evaluation to a review of the forms of file.

g. The successful candidate(s) for promotion/reassignment will be notified of their selection. Employees who are not selected will be notified by the Employer's On-site Human Resources Office through a non-select letter.

h. If, in the employer's judgement two (2) or more Licensed Vocational Nurses who have applied for the same position are equally qualified based on the Employer's determination of the skills, abilities and qualifications required to perform the work, seniority shall apply as one factor considered in making the final decision. Seniority shall be defined as the entry on duty (EOD) date on which the individual was first employed at the Employer's facility in San Diego, California.

ARTICLE 19

DETAILS AND TEMPORARY PROMOTIONS

Section 1. Details. The Employer reserves the right to detail employees to Unit positions in accordance with regulations, subject to the following procedures:

a. Details in excess of 30 days will be made a matter of record in the employee's Official Personnel Folder;

b. The maximum length of details shall not exceed 120 days without prior approval of the Employer's On-site Human Resources Office;

c. Competitive placement procedures will be applied for details in excess of 120 days to a position with known promotion potential; and

d. The Employer is responsible for controlling the duration of details and assuring that the details do not compromise the open-competitive principle of the merit system.

Section 2. Temporary Promotions. Temporary promotions for not less than 30 days nor more than 120 days to higher graded positions may be made by the Employer.

Section 3. Competitive Procedures. Competitive placement procedures will be applied for temporary promotions in excess of 120 days.

Section 4. Temporary Assignments and Details. The Union recognizes that, in accordance with existing laws and regulations, the Employer may temporarily assign or detail employees to work other than that within their current ratings to provide the flexibility required for successful accomplishment of the Employer's mission.

ARTICLE 20

POSITION CLASSIFICATION

Section 1. Position Description. Employees will be provided a copy of their position description.

Section 2. Work Outside of Position Description. The intent of this section is to assure that nursing duties of Unit members will normally take precedence over all other assigned duties. In keeping with the spirit of cooperation in this Agreement, it is understood that short staffing and other unusual conditions may necessitate the assignment of non-nursing duties outside of the position description; however, management will consider accomplishing these tasks by other means, if possible.

Section 3. Classification Appeals. Employees who believe that their positions are improperly classified may consult their supervisor for clarification. Employees may request, via the supervisor, a review of their positions by the Employer's Human Resources Office to resolve the classification matter. If the dissatisfaction cannot be resolved, the employee may file a classification appeal. The Employer's Human Resources Office shall furnish the employee with information needed to appeal to the Department of the Navy and/or the Office of Personnel Management. Such information shall contain the employee's appeal rights and the procedures to be followed for the processing of an appeal. Nothing in this section will infringe upon the right of

the Employer to assign employees work outside their regular ratings for temporary periods of time.

ARTICLE 21

PERFORMANCE EVALUATIONS

Section 1. Annual Performance Evaluation. All employees in the bargaining unit will be evaluated annually under a performance evaluation system that includes performance standards and critical elements of performance.

Section 2. Communication of Performance Standards. Prior to the evaluation period, employees will be made aware of the performance standards and critical elements on which they will be evaluated, and given a copy of such standards and elements.

Section 3. Unacceptable Performance. When employees are alleged to be performing at an unacceptable level, they will be notified in writing of their unacceptable performance, corrective action to be taken and what assistance will be provided by the Employer to help the employee improve his/her performance. Employees will be given a minimum of thirty (30) days in which to bring their performance up to an acceptable level. At the end of such period, employees shall be reevaluated and informed in writing of their performance. If the performance has not improved and corrective action is necessary, the Employer will give the employee a written notice of the proposed action, setting forth in detail the basis for the action. Employees shall be given an opportunity to respond to such proposed action. Once a final decision to take action is made, the Employer shall Notify the affected employee in writing of his/her appeal rights and procedures.

Section 4. Application of Standards. Established performance standards shall be applied in a fair and equitable manner.

Section 5. Evaluation of Work Performance. Continual evaluation of a Unit employee's work performance provides the basis for, and shall be followed by, on-going discussion with the Unit employee regarding performance in order to develop good supervisor-employee relationships, and provide the basis and guidance needed to contribute materially to the development of the Unit employee. Where supervisors keep informal appraisal records as a part of anecdotal records, the employee shall be made aware of the contents of such records and counseled regarding any adverse comments or group of adverse comments contained therein. Employees shall sign anecdotal notes of informal appraisals of work performance which contain adverse comments. The signing of these records will not constitute agreement with the adverse comment, only an awareness of the comment. The employee may request and

receive a copy of such signed anecdotal notes. Anecdotal notes of informal appraisals of work performance which constitute supporting documentation for a subsequent formal performance appraisal or performance action shall be incorporated into the appropriate record and maintained in accordance with applicable regulations.

Section 6. Disputes. Disputes over an employee's formal performance rating may be processed under the negotiated grievance procedure.

ARTICLE 22

REDUCTION-IN-FORCE AND REEMPLOYMENT

Section 1. Notification. The Employer will provide as much advance notification to the Union as possible, when it is determined that a reduction-in-force within the unit is necessary. The Employer will also inform the Union of the affected competitive levels and the number of unit employees affected.

Section 2. Employee Placement. In the event of a reduction-in-force, existing vacancies will be utilized, to the maximum extent administratively determined feasible, to place qualified career and career-conditional employees who otherwise would be separated.

Section 3. Reemployment Priority. A career or career-conditional employee, who is separated as a result of reduction-in-force, shall be placed on the Reemployment Priority List and shall be given preference for reemployment in accordance with applicable regulations. At the time of separation of such employee, the employee shall be given a copy of the regulations covering reemployment after reduction-in-force.

Section 4. An employee whose position has been eliminated in a reduction-in-force may displace an employee within the competitive area standing lower on the retention register, provided the displacing employee meets the qualifications of the position as determined by the Employer.

Section 5. For the purpose of reductions-in-force, seniority is based on length of Federal service creditable in accordance with applicable regulations.

ARTICLE 23

DISCIPLINARY ACTION

Section 1. Written Counseling/Admonishments. It is understood that written counseling or admonishments concerning conduct deficiencies are not disciplinary in nature but are initiated for the purpose of reinforcing supervisor-employee communication regarding areas of concern thereby assisting employees in recognizing and correcting the identified conduct problem. Such communications can play a fundamental part in the development of a successful employer/employee relationship. Where a written counseling or admonishment results in the correction of deficiencies and improved conduct, these records serve to document this fundamental communication process as well as the Unit employees' professional development and progress. Similarly, where a written counseling or admonishment does not result in improved conduct, such records can serve to document that this communication has occurred. Where informal anecdotal records are maintained which contain anecdotal notes of written counseling/admonishments concerning conduct deficiencies, such anecdotal notes shall be removed from the anecdotal record at the expiration of three years from the date they are issued. It is agreed, however, that upon the employee's request, such anecdotal notes may be removed from the informal anecdotal record after a period of one (1) year if, in the opinion of the supervisor, the written counseling has served its purpose.

Section 2. General. The Union agrees that the Employer has the right and responsibility to discipline or take adverse action against employees in the bargaining unit for the purpose of correcting offending employees. It further agrees that a just cause, determined on the merits of each individual case, is necessary for taking such actions.

Section 3. Grievable Actions. Disciplinary actions which are grievable under the negotiated grievance procedure in this Agreement are:

- a. Letters of Reprimand.
- b. Suspensions of fourteen (14) days or less.

Section 4. Grievable or Appealable Actions. Adverse actions which may be grieved under the negotiated expedited grievance procedure, or appealed to the Merit Systems Protection Board, are:

- a. Removals.
- b. Suspensions of more than fourteen (14) days.
- c. Demotions.
- d. Furloughs of 30 days or less.

The notice of decision on an adverse action will advise the employee of the right to grieve the decision through the negoti-

ated expedited grievance procedure, or the choose to appeal to the Merit Systems Protection Board.

Section 5. Pre-action Investigation. Before issuing a Letter of Reprimand, or a Notice of Proposed Suspension for fourteen (14) days or less, a pre-action investigation will be made by the immediate supervisor or other appropriate official to determine and document the facts. The investigation will include a discussion with the employee who shall be advised that the discussion is part of a pre-action investigation. The employee will be afforded an opportunity to present an explanation of the circumstances at that time. The employee is entitled to request representation in accordance with Article 5, Section 5g.

ARTICLE 24

CONTRACTING OUT

Section 1. Notice. The Employer agrees to notify the Union when it is announced that a contracting study of Unit work functions under OMB Circular A-76 will be conducted. The Union shall be notified of the Employer's intent to contract out Unit work functions under OMB Circular A-76 which would have the direct result of a reduction-in-force of employees in the Unit sixty (60) days in advance of the contract award, and shall be provided an explanation of the reasons for such actions.

ARTICLE 25

DURATION

Section 1. Effective Date and Duration. This Agreement is effective upon approval of the Department of the Navy, or 30 days from the day of execution, whichever is earlier, and will remain in full force and effect for three (3) years from its effect date.

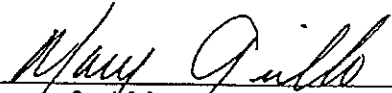
Section 2. Extension. This Agreement may, by mutual consent of the Parties and upon approval by Department of the Navy, be extended for a specified period of time, but not to exceed one (1) year. It is understood that this Agreement must be brought into conformance with current regulations of higher authority at the time a request for extension is submitted.

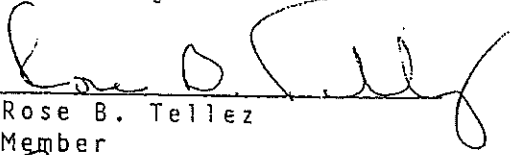
Section 3. Reopening. This Agreement may be reopened for amendment at any time by mutual consent of the Parties. Approved amendments, supplemental agreements or changes to the Agreement become a part of and are subject to the same terms as the basic Agreement.

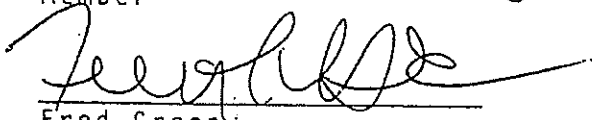
Section 4. Precedents The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

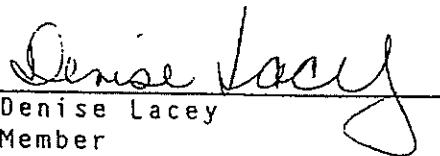
THIS AGREEMENT, executed on the 12th day of December, 1993 by the Parties hereto, as evidenced by the following signatures:

For the Union


Mary Grillo
Chief Negotiator

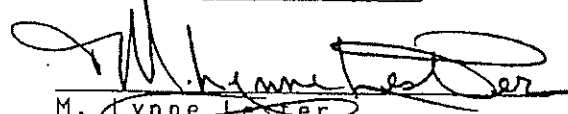

Rose B. Tellez
Member


Fred Green
Member

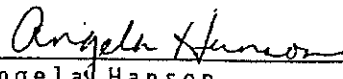

Denise Lacey
Member

Timothy Molloy
Member

For the Employer


M. Lynne Lester
Chief Negotiator

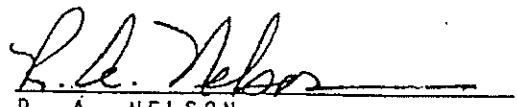

R. S. Kayler, CAPT, MSC, USN
Member


Angela Hanson,
Member

Mary Ann Crowley, RN
Member

C. V. LaBelle, CAPT, NC, USN
Member

K. E. Minnick, CAPT, NC, USN
Member


R. A. NELSON
Rear Admiral, Medical Corps
United States Navy
Commander

Approved by the Department of the Navy
to be effective 12 January 1994.

APPENDIX A

PANEL OF ARBITRATORS

Section 1. A panel of five (5) Permanent Arbitrators is hereby established. The Panel will be constituted with the following Arbitrators:

John R. Taylor
Robert M. Leventhal
William Levin
Thomas T. Roberts
William S. Rule

Section 2. Additionally, in highly complex cases, or in cases where expedited arbitration may be appropriate, the Parties may agree to utilize Arbitrators Joseph F. Gentile or Thomas Vitaich, respectively.

APPENDIX B

GRIEVANCE FORM

Before filling out this form, consult the grievance procedure provisions in the collective bargaining agreement regarding time limits and other requirements.

DATE _____ EMPLOYEE NAME _____

EMPLOYEE SIGNATURE _____

HOME PHONE _____ WORK PHONE _____

DEPARTMENT _____ CLASSIFICATION _____

DATE VERBALLY CONTACTED SUPERVISOR _____

DESCRIPTION OF GRIEVANCE AND DATE OCCURRED _____

REMEDY REQUESTED _____

SECTION OF AGREEMENT VIOLATED _____

DATE THIS FORM DELIVERED TO SUPERVISOR _____

SUPERVISOR'S WRITTEN RESPONSE _____

DATE OF SUPERVISOR'S RESPONSE _____

SUPERVISOR'S SIGNATURE _____

APPENDIX C

EXPEDITED GRIEVANCE FORM

Before filling out this form, be sure to consult the collective bargaining agreement's provisions regarding the expedited grievance procedure, its time limits and other requirements.

EMPLOYEE NAME _____ DATE _____

EMPLOYEE SIGNATURE _____

HOME PHONE _____ WORK PHONE _____

DEPARTMENT _____ CLASSIFICATION _____

DESCRIPTION OF GRIEVANCE AND DATE OCCURRED _____

REMEDY _____

SECTION OF AGREEMENT VIOLATED _____

DATE THIS FORM DELIVERED TO SUPERVISOR _____

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Unit Designation	1